Case 21-10935-mdc Doc 145 Filed 02/18/23 Entered 02/19/23 00:35:13 Description Entered 02/19/23 Entered 02/19/23 00:35:13 Description Entered 02/19/23 Entered 02/19/24 Entered 02

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 21-10935-mdc

Shawn T. Hamiel Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Feb 16, 2023 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 18, 2023:

Recipi ID Recipient Name and Address

db Shawn T. Hamiel, 6001 No. Water Street, Philadelphia, PA 19120-2014

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 18, 2023 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 16, 2023 at the address(es) listed below:

Name Email Address

BRIAN CRAIG NICHOLAS

on behalf of Creditor NWL Company LLC bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

DANIEL P. JONES

on behalf of Creditor NWL Company LLC djones@sterneisenberg.com, bkecf@sterneisenberg.com

DANIEL P. JONES

on behalf of Creditor Wilmington Savings Fund Society FSB d/b/aChristina Trust, Not in its individual capacity but solely as the

trustee for theBrougham Fund ITrust djones@sterneisenberg.com, bkecf@sterneisenberg.com

DENISE ELIZABETH CARLON

on behalf of Creditor NWL Company LLC bkgroup@kmllawgroup.com

JONATHAN WILKES CHATHAM

on behalf of Creditor PA Dept of Revenue RA-occbankruptcy7@pa.gov

JOSHUA DOMER

on behalf of Creditor CITY OF PHILADELPHIA joshua.domer@phila.gov Edelyne.Jean-Baptiste@Phila.gov

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com_philaecf@gmail.com

KENNETH E. WEST

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District/off: 0313-2 User: admin Page 2 of 2
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ecfemails@ph13trustee.com philaecf@gmail.com

RONALD G. MCNEIL

on behalf of Debtor Shawn T. Hamiel r.mcneil1@verizon.net

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 10

Case 21-10935-mdc Doc 145 Filed 02/18/23 Entered 02/19/23 00:35:13 Desc Imaged Certificate of Notice Page 3 of 5 IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Shawn T. Hamiel dba Double SS

CHAPTER 13

Trucking Company

Debtor(s)

NWL Company, LLC

Movant NO. 21-10935 MDC

VS.

Shawn T. Hamiel dba Double SS Trucking

Company

Debtor(s) 11 U.S.C. Section 362

Sandra T. Lightfoot

Co-Debtor

Kenneth E. West Esq.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of January 8, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$6,551.44. Post-petition funds received after January 8, 2023, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments: May 2022 through January 2023 at \$734.55/month

Suspense Balance: (\$59.51) **Total Post-Petition Arrears \$6,551.44**

- 2. Debtor(s) shall cure said arrearages in the following manner;
- a). Debtor shall make an immediate tender payment of \$2,800.00 to Movant following the stipulation being filed.
- b). Remaining of the arrears of \$3,751.44 to be paid beginning on February 2023 and continuing through May 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$734.55 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges

being assessed after the 15th of the month), plus an installment payment of \$937.86 towards the arrearages on or the 30th or 31st of each month at the address below;

Fay Servicing, LLC PO Box 814609 Dallas, TX 75381-4609

- c). Maintenance of current monthly mortgage payments to the Movant thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

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8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 12, 2023

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire Attorney for Movant

Chapter 13 Trustee

Date: February 3, 2023

/s/ Ronald G. McNeil

Ronald G. McNeil, Esquire

Attorney for Debtor(s)

No Objection

/s/ LeeAne O. Huggins

Kenneth E. West, Esquire

Approved by the Court this <u>15th</u> day of <u>February</u> 2023. However, the court retains discretion regarding entry of any further order.

Magdeline D. Coleman Chief U.S. Bankruptcy Judge

Magdeline D. Colem-